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# E OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE OWNER OF THE PUBLIC RECORDS: TE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE OWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: 987, between

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BER OR YOUR DIG	VER'S LICENSE NOW MINERAL LEASE OIL, GAS AND MINERAL LEASE OIL, GAS AND MINERAL LEASE OF THE PROPERTY OF THE P	as Lessor (whether one or more),
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and DDJET Lessor in consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the royalties herein provided and of the purpose of investigating, exploring, prospecting, drilling and ments of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and ments of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring and the purpose of investigating and the purpose of investiga

1. Lessor in consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of exploration, prospecting, drilling and exploration, geologic and exploration of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, deviction, geologic and exploration, geologic and exploration of the royalties herein provided and of the royalties and exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of exploration, geologic and exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants and exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are exploration (\$10.00 & O.V.C.) in hand paid, of the royalties herein grants are ex ining for and producing oil, gas, sulfur, fissionable materials and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and following for and producing oil, gas, sulfur, fissionable materials and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and surface strata, laying pipelines, establishing and utilizing facilities for the disposition of the disposition of the structures thereon, and on, over and across lands are strata, laying pipelines, establishing and utilizing and on, over and across lands explosed lands structures thereon, and on, over and across lands are strata, laying pipelines, establishing and utilizing facilities for the disposition of t

This Lease also covers and includes all land and interest in land owned or claimed by Lessor adjacent or contiguous to the Land particularly described above, the same be in said survey or surveys or in adjacent surveys. Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor for the description of the Lease Premises by attended the same be in said survey or surveys or in adjacent surveys. Furthermore, Lessor authorizes Lesser to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessor forth in Exhibit "A," attached hereto.

Advanced to the Lease Premises of providing a more specific description of the Lease Premises. Furthermore, Lessor authorizes Lessor au

- Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and notwithstanding anything else on at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else 2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development operations, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided herein.

  The contained to the contrary, this Lease shall be for a term of Three (3), years from the date hereof (called "Primary Term") and as long therefore a term of Three (3), years from the date hereof (called "Primary Term") and as long thereafter as oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else.

  The contained to the contrary, this Lease shall be for a term of Three (3), years from the date hereof (called "Primary Term") and as long thereafter as oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else.
- 3. The royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the market price therefore Lesser into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession and pay Lessor the price received by Lessee for such prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such price in the price in t
- Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore for such that the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession and pay Lessor the price received by Lessee for such that the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession and pay Lessor the price received by Lessee for such that the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore therefore. Lessee for such that the purchase any royalty oil in its possession and pay Lessor the price received by Lessee for such the purchase any royalty oil in its possession and pay Lessor the price received by Lessee for such that the purchase any royalty oil in its possession and pay Lessor the price received by Lessee for such that the purchase any royalty oil in its possession, paying the market price therefore any royalty oil in its possession and pay Lessor the price received by Lessee for such any royalty oil in its possession and pay Lessor the price received by Lessee for such any royalty oil in its possession and pay Lessor the price received by Lessee for such any royalty oil in its possession and pay Lessor the price received by Lessee for such any royalty oil in its possession and pay Lessor the price received by Lessee for such any royalty oil in its possession and pay Lessor the price received by Lessee for such any royalty oil in its possession and pay Lessor the price received by Lessee for such any royalty oil in its possession and pay Lessor the price received by Lessor the oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from the Land and sold or used off the Lease Premises or for the extraction of gasoline or other product therefrom, the market value at the well of 20% of the gas so sold or used, provided that on gas sold by Lessee the amount realized by extraction of gasoline or other product therefrom, the market value at the well of the well, and on gas sold at the well the royalty shall be 20% of the gas so sold at the well the royalty shall be 20% of the amount of the well, and on gas sold at the well or mine, at Lessee's election, not exceed the amount received by Lessee for such gas computed at the mouth of the well, and on gas sold at the well or mine, at Lessee's election. Lessee from such sale; and (c) on fissionable materials and all other minerals mined and marketed, one-tenth either in kind or value at the well or mine. extraction of gasoline or other product therefrom, the market value at the well of 20% of the gas so sold or used, provided that on gas sold by Lessee the market value shall be not exceed the amount received by Lessee for such gas computed at the mount of the well, and on gas sold at the well the royalty shall be 20% of the amount received by Lessee for such gas computed at the mount of the well, and on gas sold at the well or mine, at Lessee selection.

  Lessee from such sale; and (c) on fissionable materials and all other minerals mined and marketed, the price of any mineral or substance upon which royalty is payable to severe that on sulfur mined or marketed, the royalty shall be Two Dollars (\$2.00) per long ton. If the price of any mineral or substance for the purpose of computing royalty hereafter a value or market price of such mineral or substance for the purpose of computing royalty hereafter value or marketed, the royalty shall be Two Dollars (\$2.00) per long ton. If the price of any mineral or substance for the purpose of computing royalty hereafter is regulated by any governmental agency, the market value or market price of such as a such well and prediction and such such as a such well and price of such as a such well and this lease is not being produced and this lease is not being produced and this lease is not price of such as a such well as a such well is not be

Lease is not otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first otherwise maintained was from the date the lease is not otherwise as to such date to Lessor's address set forth and the parties of the such as a such date, and thereafter on or before the due date of payment to the parties entitled thereto at Lessor's address set forth animals are the parties of the date of payment to the parties of the parties maintained for all accruals to such date, and thereafter on or before the first day of each third calendar month for all accruals to each such date to Lessor's address set forth depository bank or, if a depository is not designated above, then mailed on or before the due date of payment to the parties entitled thereto at Lessor's address set forth depository bank or, if a depository is not designated above, then mailed on or before the property or timely pay or tender any such sum as royalty shall render above or to the last known address provided in writing to Lessee by Lessor. depository bank or, if a depository is not designated above, then mailed on or before the due date of payment to the parties emittled thereto at Lessor's address set forth substitution of the second of the contrary. Lessee may from time to time withhold and Lessee liable for the amount due but it shall not operate to terminate this lease. Notwithstanding anything to Twenty-Five and no/100 Dollars (\$25,00) when payment accumulate such payments payable to Lessor until the first of the calendar month following the accumulate such payments payable to Lessor until the first of the calendar month following the accumulate such payments payable to Lessor until the first of the calendar month following the secundar accumulate such payments payable to Lessor until the first of the calendar month following the secundar month following the secundar month following the secundar accumulate such payments payable to Lessor until the first of the calendar month following the secundar month following the secundary.

- The cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from ne, execute and deliver to Lessor, or to the depository bank, or file for record a release or releases of this Lease as to any part or all of said Land or of any mineral 4. The cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from its terms and shall not be allocated as rental for a period. Lessee may at any time, and from time to time, execute and deliver to Lessor, or to the depository bank, or file for record a release or releases of this Lease as to any part or all of said Land or if this Lease is time to time, execute and deliver to Lessor, or to the depository bank, or file for record a released land, mineral, horizon, zone or formation.

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  The cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from time and shall not be allocated as rental for a period. Lessee may at any time, and from time as the case according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from time according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from time according to the case acco or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this Lease is a subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this Lease is in substantially and other payments computed in accordance therewith released or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this Lease is in substantially and other payments computed in accordance therewith released land, mineral, horizon, zone or formation. If this Lease is in substantially and other payments computed in accordance therewith released land, mineral, horizon, zone or formation. If this Lease is in substantially and other payments computed in accordance therewith released land, mineral, horizon, zone or formation is accordance to the substantial land of the payments computed in accordance to the substantial land of the payments considered in the proportion that the accreage released bears to the accesses which was covered by this Lease immediately prior to such released so all minerals, horizons, zones and formations under a portion of the Lease which was covered by this Lease immediately prior to such released bears to the accesses which was covered by this Lease immediately prior to such released bears to the accesses which was covered by this Lease immediately prior to such released bears to the accesses to the accesses to the accesses the payments of the payments of
  - Lessee, at its option, is hereby given the right and power during or after the Primary Term while this Lease is in effect to pool or combine the Lease Premises, the immediate of the primary Term while this Lease is in effect to pool or combine the Lease Premises, and the immediate of the primary Term while this Lease, and/or any other land, lease or leases in the immediate of the primary Term while this Lease is in effect to pool or combine the Lease Premises, and the immediate of the primary Term while this Lease is in effect to pool or combine the Lease Premises, and the immediate of the primary Term while this Lease is in effect to pool or combine the Lease Premises, and the property of the immediate of the property of th 5. Lessee, at its option, is hereby given the right and power during or after the Primary Term while this Lease is in effect to pool or combine the Lease Premises, or any portion thereof, as to oil, gas and other minerals, or any of them, with any other land covered by this Lease, and/or any other land, lease or leases in the immediate of any portion thereof, as to oil, gas and other minerals, or any of them, with any other land covered by this Lease, and/or any other land, lease or leases in the immediate of its provided in area and the conservation of oil, and provided in area and other minerals, or any of them, with any other properly to explore, or to develop and operate the Lease, promote the conservation of oil, and area and other minerals, or any of them, with any other properly to explore, or to develop and operate the Lease premises. Units pooled for oil shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus at the case of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus at the case o gas or other mineral in and under and that may be produced from the Lease Premises. Units pooled for oil shall not substantially exceed in area 40 acres each plus a tolerance of 10% thereof, provided that should tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of new conform substantially in size tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should be acres each plus a tolerance of 10% thereof. tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acress each plus a tolerance of 10% thereof, provided that should be shall not substantially exceed in area 160 acress each plus a tolerance of 10% thereof, provided that should be shall not substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and units may include (i) the shall not substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and in the substantially exceed in area 160 acress each plus a tolerance of 10% thereof, and in the substantially exceed in the contrary stated herein, and in the applicable field or statewish exceed in the contrary stated herein, and in the applicable field or statewish exceed in the contrary stated herein, and in the applicable field or statewish exceed in the contrary stated herein, and in the applicable field or statewish exceed in the contrary stated herein, and in th Commission of Texas Rule 86 (density greater than 40 acres). Lessee may pool or combine the Leuse Premises or any portion thereof, as above provided as to oil in a commission of Texas Rule 86 (density greater than 40 acres). Lessee may pool or combine the Leuse Premises or any portion in size or area with units as to any oil one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata end not exhaust the rights of Lessee to pool this Lease of the county in which the Lease Premises is situated an instrument describing the pooled acreage as a pooled unit; the unit shall become effective as provided in said instruments, or if said instrument makes no such provision, in the pooled acreage as a pooled unit; the unit shall become effective as provided in said instruments. portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the Lease Premises is situated an instrument describing in the pooled acreage as a pooled unit; the unit shall become effective as provided in said instruments, or if said instrument makes no such provision, it designating the pooled acreage as a pooled unit; the unit shall become effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether the unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective designating the pooled acreage as a pooled unit; the unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether the unit shall be effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its provided in such unit. become effective upon the date it is filed for record. Each unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its protection is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its protection is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its protection is protective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. the unit is likewise effective as to all other owners of surface, mineral, royalry or other rights in land included in such unit. Lessee may at its election exercise its Propriet in the Lesse Premises and other mineral or other mineral in page 1. The Lesse Premises are of the Lesse Premises and other minerals before or after commencing operations for or completing an oil or gas well or wells or mine for other mineral in page 1. The propriet is a possible of producing oil, gas or other mineral in page 1. The propriet is a possible of producing oil, gas or other mineral have theretofore been commenced or upon which operations for drilling of a pooled unit which include, all or a portion of the Lesse or the instrument designating the pooled unit may include, but is not required to include, land or leases upon which include, all or a portion of the Lesse or the instrument designating the pooled unit may include, but is not required to include, land or leases upon which include, all or a portion of the Lesse or the instrument designating the pooled unit which include, all or a portion of the Lesse or the instrument designating the pooled unit may include, but is not required to include, land or leases or other mineral from the Lesse or the instrument designating the pooled unit which include, all or a portion of the Lesse or the instrument designating the pooled unit which include, all or a portion of the Lesse or the instrument designating the pooled unit which include, all or a portion of the Lesse or the instrument designation of the Lesse or other mineral from the Lesse Premises whether or not the well or wells or mineral into the Lesse Premises whether or not the well or wells or mineral into the Lesse or other mineral from the Lesse Premises whether or not the well or well or the Lesse or other mineral from the Lesse Premises whether or not the well or well or the Lesse or other mineral from the Lesse Premises whether or not the well or well or the Lesse or other mineral from the Lesse or other mineral from th operations for drilling were commenced or such production was secured before or after the execution of this Lease or the instrument designating the pooled unit.

    On the well or wells or mine be located on the located on the well or wells or mine be located on the located on the located on the located of the located or such production of oil, gas or other mineral from the Lease Premises whether or not the well or wells or mine be located on the located on the located of the located operations for original production of oil, gas or other mineral from the Lease Premises whether or not the well or wells or mine be located on the solution of oil, gas or other mineral from the Lease provided, shall be treated for all purposes of as operations for drilling on or production of oil, gas or other minerals, or any of them, as herein provided, shall be treated for all purposes, and the entire acreage constituting such unit or units, as to oil, gas or other minerals, or any of them, as herein provided unit, a well or mereins, as any of them, as herein provided in which the unit was created the provided as the type of well for which the unit was created the provided as the type of well for which the unit was created the provided as the type of well for which includes any or unit, as if the same were included in the list not classified as the type of well for which ing and reworking provisions of the unit, which well is not classified as the type of well for which ing and reworking the provided in the unit, which well is not classified as a gas well, or if a gas well on a got production for the payment of royalties on production from the pooled unit, as if the same were included in the unit, which well is not classified as the type of well for which ing and reworking provision of the Lease Premises, is reclassified as an oil well on an oil unit, which includes all or a portion of the Lease Premises, is reclassified as an oil well on an oil unit, which includes all or a portion of the Lease Premises, is reclassified as an oil well on an oil unit, which includes all or a portion of the Lease Premises, is reclassified as an oil well on an oil unit, which includes all or a portion of the Lease Premises, is reclassified as an oil well on an oil unit, which includes all or a portion of the Lease Premises, is reclassified as an oil well on an oil unit, which includes all or a portion of the Lease Premises, is reclassified as an oil well on an oil unit, which includes all or a portion of the Lease Premises, is

unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil, gas or other minerals produced from the unit after deducting that used for operations on the unit. Such allocation shall be on an acreage basis - that is, there shall be allocated to the acreage covered by this Lease and included in the pooled unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) that pro rata portion of the oil, gas or other minerals produced from the unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the unit bears to the total number of surface acres included in the unit. As used in this paragraph, the words, "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Lease Premises. Royalties hereunder shall be computed on the portuction, whether it be oil, gas or other minerals, so allocated to the Lease Premises and included in the unit just as though such production were from such land. Production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the Lease Premises is situated at any time after completion of a dry hole or cessation of production on said unit.

- 6. If at the expiration of the Primary Term, oil, gas, or other mineral is not being produced on the Lease Premises, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 180 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from the Lease Premises, or from land pooled therewith. If, after the expiration of the Primary Term of this Lease and after oil, gas or other mineral is produced from the Lease Premises, or from land pooled therewith, the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within 180 days after the cessation of such production, but shall remain in force and effect so long as Lessee continues drilling or reworking operations on said well or for drilling or reworking of any additional well with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from the Lease Premises, or from land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660' feet of and draining the Lease Premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.
- 7. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed by Lessee on the Lease Premises, including the right to draw and remove all casing. When necessary for utilization of the surface for some intended use by Lessor and upon request of Lessor or when deemed necessary by Lessee for protection of the pipeline, Lessee will bury pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200') feet of any residence or barn now on the Lease Premises without Lessor's consent.
- 8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns: but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production; and no change or division in such ownership shall be binding on Lessee until forty-five (45) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this Lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 9. Breach by Lessee of any obligation hereunder shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this Lease.
- 10. Lessor hereby warrants and agrees to defend the title to the Lease Premises and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon the Lease Premises, either in whole or in part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other law, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the credit of Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, if Lessor owns an interest in the oil, gas or other minerals on, in or under the Lease Premises less than the entire fee simple estate, whether or not this Lease purports to cover the whole or a fractional interest, the royalties, bonus and shut-in royalties to be paid Lessor shall be reduced in the proportion that Lessor's interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding upon the party or parties executing same. If title investigation for Lessee results in a reduction or increase of bonus consideration payable to Lessor, the resulting bonus payment shall be deemed for all purposes to be paid to Lessor on the date when Lessee's check (in substitution for any pre-delivered draft) is delivered to Lessor prior to its due date or, prior to its due date is mailed to Lessor at the last known address provided by Lessor.
- 11. Should Lessee be prevented from complying with any express or implied covenant of this Lease, from conducting drilling or reworking operations thereon or on land pooled therewith or from producing oil, gas or other mineral therefrom or from land pooled therewith by reason of scarcity or of inability to obtain or to use equipment or material, or by operation of force majeure, any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this Lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other minerals from the Lease Premises or land pooled therewith, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this Lease to the contrary notwithstanding.
- 12. Surface Use Restriction: Notwithstanding anything to the contrary contained herein, Lessee agrees that it shall have no right to use the surface of the Lease Premises to exercise any of the rights granted hereunder without first obtaining Lessor's written consent. This provision shall in no way restrict Lessee's exploration of or production from the Lease Premises by means of wells drilled on other lands but entering or bottomed on the Lease Premises. Any wells directionally or horizontally drilled or operated under the Lease Premises with bottomhole locations (for vertical wells) or with horizontal drainhole locations (for horizontal wells) on the Lease Premises shall be regarded as if the wells were drilled on the Lease Premises. Lessee agrees that any drilling under the Lease Premises shall commence at and continue at depths below five hundred feet (500') from the surface of the earth. In addition to Lessee's other rights under this Lease, Lessor hereby grants to Lessee a subsurface easement to drill and operate directional and/or horizontal wells under and through the Lease Premises to reach lands not covered by this Lease and which wells have bottom hole locations (if a vertical well) or horizontal drainhole locations (if a horizontal well) on lands not covered by this Lease or land pooled therewith. Lessee agrees that this subsurface easement shall commence at and continue at all depths below five hundred feet (500') from the surface of the earth.
- 13. Except as expressly provided above in Paragraph 3, Lessor's royalty may not be charged directly, or indirectly, with any of the expenses of production, gathering, dehydration, compression, processing, or treating the gas produced from the land that are incurred prior to the inlet of a gas pipeline evacuating gas from the Lease Premises. After delivery at said inlet, Lessor's royalty shall bear its proportionate share of all costs and expenses, including transportation, to the point of sale.
  - 14. Each singular pronoun herein shall include the plural whenever applicable.
- 15. For convenience, this instrument may be executed in multiple counterparts and Lessor and Lessoe agree that for recording purposes their respective signature page and acknowledgments may be removed from their respective counterpart and attached to a single Oil, Gas and Mineral Lease and for all purposes and obligations hereunder this shall be considered as one single Oil, Gas and Mineral Lease.
- 16. Lessor shall, upon the request of Lessee, use its best efforts in assisting Lessee in obtaining a subordination of Deed of Trust or similar security instrument that may affect the Lease Premises. Additionally, in the event Lessor receives a notice of default, acceleration of loan, or notice of sale under a Deed of Trust or other security instrument affecting the Lease Premises, Lessor shall immediately provide copies of any such notice, and all additional relevant facts, to Lessee. In this regard, Lessor shall comply with all reasonable requests of Lessee.

# Individual Acknowledgment

STATE OF TEXAS	§			
COUNTY OF LACTO	± §			
BEFORE ME, o	n this day personally	appeared Kiet	Tran	<b>,</b>
known to me to be the p	erson whose name is	s subscribed to the foregoing insations therein expressed, and in	strument, and acknowledged to	me that he/she
GIVEN UNDER	R MY HAND AND S	SEAL OF OFFICE, this the	day of	, <del>2007</del>
William Co.	TO DOUD	Notary Public in and for the	State of Texas.	
MY COMMIS	ES BOND SION EXPIRES per 8, 2009	Signature of Notary:		
N. Of Million	, si 0, 1000	Charles TS	mal	
CITAL.		(Print Name of Notary Here	(1)	
SEAL:		My Commission Expires: _	11 08-04	
		Individual Acknowledgment		
STATE OF TEXAS	ę	6		
	\$ §			
COUNTY OF	§			
		y appeared		,
executed the same for pu	erson whose name is irposes and consider	s subscribed to the foregoing insations therein expressed, and in	strument, and acknowledged to the capacity therein stated.	me that he/she
		SEAL OF OFFICE, this the		, 2007.
GIVEN ONDER	CMIT HAND AND			, 2007.
		Notary Public in and for the	e State of Texas.	
		Signature of Notary:		
		<u> </u>		
SEAL:		(Print Name of Notary Here	e)	
OUND.		My Conditional Expires.		
		Corporate Acknowledgment		
STATE OF TEXAS	8			
COUNTY OF	8			
<del>-</del>	•••			
		wledged before me, on this		
	(Name of officer)	,	(Title of officer)	corporation.
	(Name of corporation)	, a	(State of incorporation)	
on behalf of said corpor	ation.			
GIVEN UNDE	R MY HAND AND	SEAL OF OFFICE, this the day	and year last above written.	
		Notary Public in and for the	e State of Texas.	
		Signature of Notary		
		organistic of Frontiers		
		(Print Name of Notary Her	e)	
SEAL:				

Initial \_\_\_\_

# Exhibit "A" Land Description

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated 7 day of \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
by and between, DDJET Limited LLP as Lessee and Kiet Tran as Lessor.
- A single man
Lessor authorizes Lessee to insert the Survey, Abstract, City and Plat information below, if it is not already included. From time to time Lessee may determine that some part or all of the Lease Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.
0.209 acre(s) of land, more or less, situated in the <u>LUJ Farrel</u> Survey, Abstract No. <u>515</u> and being Block 1 Lot 42, Lake Port Meadows Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat recorded in Volume/Cabinet <u>A</u> Page/Slide <u>6800</u> of the Plat Records, Tarrant County, Texas and being further described in that certain Instrument dated 7/21/2006 and recorded as Entry Number D206296308, of Official
Records of Tarrant County, Texas.

Atter Recording Ration to: HARDING COMPANY 13465 MIDWAY ROAD, STE.400 DALLAS, TEXAS 75244 PHONE (214) 361-4292 Fr. M (214) 756 7351

Initial \_\_\_\_\_



#### HARDING COMPANY 13465 MIDWAY RD # 400

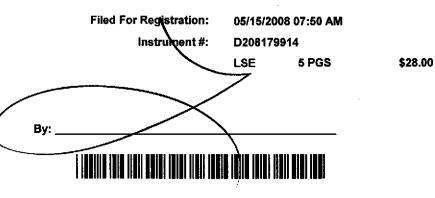
**DALLAS** 

TX 75244

**Submitter: PETROCASA ENERGY-INC** 

## SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

### <u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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